

Contract – technical assistance

This contract between

Zwanenberg Food Group, USA

and

Glud & Marstrand A/S, Denmark

is covering the following agreement:

Glud & Marstrand A/S, Denmark, will give technical assistance by our fitter, Mr. Michael Birkemose, to Zwanenberg Food Group, USA, under the conditions mentioned below:

1. Michael Birkemose will remain employed by Glud & Marstrand and posted at Zwanenberg FG, Cincinnati, USA, with residence in this area.
2. The posting period will be on a 2 years term starting from June 15th, 2006 with a Zwanenberg FG option for an additional year. In case Zwanenberg FG wishes to use this option the terms of the agreement shall be renegotiated.
3. Michael Birkemose's working hours will be a 40 hours week – 8 hours per day – 5 days a week with flexible working hours at Zwanenberg FG's reasonable requirement.
4. Overtime, working hours beyond standard hours, must before taking place be authorized by Zwanenberg FG's General Manager and will be invoiced Zwanenberg FG every month at a fee of DKK 497,- per hour.
5. 6 weeks holidays a year, inclusive 3 weeks summer holidays successively. Danish National holidays are not included in this contract.
6. Michael Birkemose will be insured as an employee by Glud & Marstrand during his posting period at Zwanenberg FG.
7. Glud & Marstrand A/S covers all expenses regarding Michael Birkemose's relocation and mobile phone.
8. Living costs during Michael Birkemose's posting at Zwanenberg FG, USA, will be covered by Zwanenberg FG with a separate monthly fee of USD 1000,- (the fee will be transferred directly to Michael Birkemose from Zwanenberg FG).
9. The total posting costs payable to Michael Birkemose amounting to USD 7258,- per month (not including the living costs under article 8), will be shared equally between Zwanenberg FG and Glud & Marstrand with 50% each. Glud & Marstrand will disburse these costs towards Michael Birkemose and simultaneously invoice Zwanenberg FG

EXHIBIT

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separately the 50% that Zwanenberg FG is obliged to cover.

10. Glud & Marstrand reserves the right to use Michael Birkemose for other customer tasks in the area (USA) during his posting at Zwanenberg FG, USA. This must take place in cooperation with Zwanenberg FG at a minimum inconvenience for Zwanenberg FG. The duration of a task must in all not exceed one week. Zwanenberg FG will in these circumstances be adequately compensated for any such task by a set-off against Zwanenberg FG's payments to Glud & Marstrand.

11. Zwanenberg FG will support application for an HB1 for Michael Birkemose immediately upon final agreement.

Termination of contract

- Termination of this contract must be made with a 3 month's written notice from both sides.

Special conditions

- Michael Birkemose's working conditions during his posting period at Zwanenberg FG will be as seaming room supervisor. He will be charged with sufficiently efficient operating conditions in room 27. He will be primarily charged with training and developing operators. He will be responsible for establishing and implementing a preventative maintenance programme in cooperation with Zwanenberg FG's Maintenance Manager, but Michael Birkemose will retain the primary responsibility of this work. He will be responsible for establishing a programme for safekeeping and efficient use of spare parts for all equipment in that room. As regards the day-to-day business Michael Birkemose will report to the Zwanenberg FG's General Manager, however, as Michael Birkemose remains employed with Glud & Marstrand throughout the term of this agreement, Glud & Marstrand will maintain the ultimate authority to instruct Michael Birkemose.

Choice of law and venue

- This agreement is governed by Danish Law. Any disputes concerning the interpretation and application of the agreement shall be finally determined and settled according to the rules of Copenhagen Arbitration. The arbitration shall take place in Copenhagen and shall be conducted in the English language. Any decision made by the Copenhagen Arbitration is enforceable in the United States of America according to the Treaty on the Recognition and Enforcement of Foreign Arbitral Awards concluded on June 10, 1958 in New York (also referred to as the New York Convention).

Zwanenberg Food Group, USA

signature

date

Glud & Marstrand, Denmark



signature



date